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# **Address Detail**

Title

CMS Eval Contractor

**Document Number** OPR07000023 Page

3 of 25

# **Shipping Addresses**

Code	Detail	
0001	Org: AO101 House Information Res	ources
	Addr: HIR - Client Services	
	6th Floor Ford HOB	
	Washington DC 20515	
	Attn: Kathy Klussendorf - 607 Ford	
-	Phone: ( ) - ext.	
	<b>Fax:</b> ( ) - ext.	

## **Invoice Addresses**

Code	Detail	
0001	Org:	AO101 House Information Resources
	Addr:	HIR - Client Services
		6th Floor Ford HOB
		Washington DC 20515
	Attn:	Kathy Klussendorf - 607 Ford
	Phone	:() - ext.
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SECTION M -- Evaluation Factors for Award **Evaluation Factors for Award**  25 25

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### SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF OBJECTIVES

### 1. Statement of Objective:

This task establishes the Contractor personnel and deliverables required to support the testing program for correspondence management systems (CMS) marketed by House CMS solution providers (CMS-SP) to Members of the U.S. House of Representatives and additional Commercial Off the Shelf (COTS) software evaluations for other software (operating systems and applications) used or considered for use in the House environment.

### 2. Background:

The Chief Administrative Officer (CAO) and House Information Resources (HIR) is charged with assisting House Offices to select information technology (IT) solutions that enhance productivity of the office staff. The CMS is the single most expensive IT purchase that Members will acquire for their offices; costing anywhere between \$80,000 and \$100,000, depending on features included and the need to upgrade workstation hardware. Given the significance of the expense, several Members have expressed dissatisfaction with the quality of the CMS solutions they have purchased.

Up to 1994, HIR (at that time the organization was named House Information Systems) conducted a program of CMS testing before the CMS could be marketed to House offices. In 1999, the Committee on House Administration (CHA) recognized the need to reactivate a CMS testing program with results intended to reduce the loss of office productivity, lower the risk that the House office will purchase a CMS that does not perform adequately, and prevent any possibilities that additional purchases will be required in order that the CMS perform acceptably. CHA approved a policy requiring testing of all CMS and CMS-related products and updates or enhancements to CMS and CMS-related products before they can be marketed to House offices. Testing will be conducted either in a HIR maintained laboratory environment or in a controlled manner in Member offices.

For planning purposes, we estimate five test cycles will need to be conducted each year with each test cycle requiring approximately 400 hours of effort, plus coordination overhead. The purpose of the evaluations is to determine that proposed CMS solutions (or upgrades to existing CMS solutions) comply with a list of required features (see Section J Attachment 1) and that any features beyond the required features (that the CMS solution provider may choose to include in the solution) function correctly as described in the solution providers literature.

### 3. Scope:

The House requires Contractor program and technical support services to assist in activities that relate to the planning and execution of all of the activities listed below:

Develop and maintain test plans and scripts.

Draft and maintain a projected schedule for the fiscal year 2007 and beyond testing efforts.

Provide direct support to the HIR Project Manager to coordinate testing activities with existing and prospective CMS solution providers and assist with all communications between the HIR Project Manager and the existing and prospective CMS solution providers.

Provide direct support to the HIR Project Manager to coordinate involvement of House office staff in the conduct of testing.

Maintain documentation comparing the marketed features of the various CMS marketed by the certified CMS solution providers.

Document the test results.

Prepare final CMS testing reports.

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Provide support for lab testing and documentation for other software used in the House of Representatives environment.

Develop formats for installation guides, configuration guides, user guides, and troubleshooting guides for non-CMS software.

Prepare installation guides, configuration guides, user guides, and troubleshooting guides based on evaluations conducted on non-CMS software.

### 4. Description of Work:

The Contractor shall provide, at a minimum, one individual as primary test coordinator and project manager, plus additional engineers and/or technical writers for preparing documentation and reports as required for individual evaluations.

The Contracting Office Representative (COR) may determine if supplemental support is required for the success of the project as needs require.

### Phase I - Test Plan Development

Prior to conducting the test cycle, contract project management and technical staff will work with House technical staff to update test plans previously used. Because some proposed CMS solution providers have already initiated the evaluation process with HIR, the contractor will be expected to coordinate the evaluation planning process at whatever point in the process to which the planning activities have already progressed.

Review of current CMS Test Plans. Based on planning meetings, the Contractor will review, maintain, and update the current CMS test plans and scripts used by House Information Resources. The Contractor will if necessary, interview selected House office staff and HIR Technical Support Representatives (TSRs) to gain familiarity with CMS products and House office expectations. The plans cover both formal testing in a HIR laboratory environment and in-office testing in Member offices.

Preparation for CMS Testing. The Contractor will review the testing environment and update, if required, the items to be provided for the testing by HIR and by the systems integrator. The testing environment will then be documented and agreed to by both the COR and an authorized systems integrator representative.

Development of Test Plans for Evaluations of Non-CMS software. The Contractor will develop and maintain policies, procedures, test scripts, and test plans to be used by House Information Resources for the purposes of testing non-CMS software. Examples of software evaluations that may be required include, but are not limited to, new versions of Microsoft Outlook, web browsers, operating systems and service packs for operating systems, office application suites, and personal digital assistant (PDA) desktop support software. Included in this effort is the development of formats for installation guides, configuration guides, user guides, and troubleshooting guides that will be produced as a result of the evaluations.

### Phase II - Conduct of Testing

CMS Testing. Contractor will test the CMS proposed by CMS solution providers for sale to House offices using test plans and scripts previously developed. Personnel from HIR and from House Member offices will participate in the testing. The CMS solution providers will provide the team with documentation and training that they routinely provide the office as part of the installation of the new system and will also perform necessary installation of servers and workstations at the test site. CMS Testing will include, but not be limited to, data input, data retrieval, output generation, and compatibility with House supported software. The System Integrator's equipment installation, technical support, training, documentation, and ability to successfully complete a data conversion will also be evaluated. Re-testing of CMS applications will be completed as necessary.

Non-CMS Testing. Contractor will test or coordinate testing of non-CMS products in accordance with approved test policies, procedures, and scripts as directed by the COR. In most cases, HIR staff will conduct the evaluations with support from the contractor. The intent of this testing is to identify the impact that new software, software releases or upgrades to House offices, and develop guides that will allow House staff and House CMS solution providers to install, configure, or use the software to its best advantage in the House environment.

### Phase III - Reporting

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CMS Test Reports. Contractor will deliver to the COR, for each CMS tested, a Final Test Report that will include the following items: Text description of the test approach, deviations noted, performance measures recorded, and an assessment of strengths and weaknesses of the tested CMS. There may also be additional reporting requirements that may become apparent during the test effort. In addition, the Contractor will prepare and update the features comparison matrix of all CMS products tested and deliver the comparison to the COR.

Non-CMS Test Reports. Contractor will deliver to the COR, for each application tested, a Final Test Report that will include the following items: Text description of the test approach, deviations noted, performance measures recorded, and an assessment of strengths, weaknesses, and known issues of the tested application. In addition, the contractor will also provide installation, configuration, user, and troubleshooting guides associated with each evaluation.

### 5. Project Reviews

The Testing Coordinator will prepare reports of the conduct of each review (minutes) and deliver the report to the COR.

Testing After Action Review. At the conclusion of each testing cycle, a review of the testing will be conducted to update and refine test plans and scripts.

Monthly Status Reviews. Testing Coordinator will meet at least once each month with the COR and the HIR Project Manager to review all aspects of the project.

Year-end Review. Testing Coordinator will meet prior to the end of the fiscal year with the COR and the HIR Project Manager to review all aspects of the project.

### 6. Phases and Deliverables:

Actual schedule of CMS testing is dependent on the CMS solution providers' release of new versions and the projects' definition of modifications that require the product to be submitted for testing. The durations in the tables (see below listed attachments) are for planning purposes and actual durations will vary based on the responsiveness of the CMS solution providers and the complexity of the CMS solution and the testing process.

- 5.1. CMS Testing Phases Duration (see Section J Attachment 2)
- 5.2 Non-CMS software Evaluation Deliverables (see Section J Attachment 3)
- 5.3. Labor Categories and Level of Effort ( see Section J Attachment 4)

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### SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

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### SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 HC.5.003 INSPECTION OF SERVICES

**JUNE 2002** 

- a. Definitions. "Services," as used in this clause, include services, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality assurance system acceptable to the House covering the services under this contract. Complete records of all quality assurance work performed by the Contractor shall be maintained and made available to the Contracting Officer (CO), Contracting Officer's Representative (COR) or their designated representative, during contract performance and for one year after contract termination.
- c. The COR has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that will not unduly delay or impede the contractor's work.

### E.2 HC.5.004 FAILURE TO PERFORM

**AUGUST 2002** 

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

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### SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE **MAY 2001** 

Contract period of performance shall extend for 12 months from date of award.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT HC.6.003

**MAY 2001** 

- a. The House may extend the term of this contract up to 1 time for a period of 12 months. Preliminary written notice to the contractor of the House's intention to exercise these options will be at least 30 days before the contract expires. The preliminary notice does not commit the House to an extension.
- b. The total duration of this contract, including the exercise of any options under this clause shall not exceed 24 months.

F.3 HC.6.010 PLACE OF PERFORMANCE **JUNE 2002** 

House Capitol Hill Office Buildings, Washington, D.C.

F.4 HC.6.008 LIQUIDATED DAMAGES

**MAY 2001** 

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

HC.6.009 F.5 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

F.6 HC.6.005 NOTICE TO THE HOUSE OF DELAYS **MAY 2001** 

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

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- a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.
- (1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:
- (a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;
- (b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
- (c) Of the cause(s) relied upon for imposing suspension;
- (d) Of the extent and effect of the suspension; and
- (e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
- (2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.
- (3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.
- b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.
- (1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.
- (2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:
- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.
- c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:
- (a) Referring to the notice of proposed debarment;

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- (b) Specifying the reasons for debarment;
- (c) Stating the period of debarment, including effective dates; and
- (d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

### F.8 HC.6.014 TERMINATION

**AUGUST 2002** 

Relative to termination of this contract, it is mutually agreed:

- a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.
- c. Upon termination (including expiration) the Contractor will:
- (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
- (2) Complete satisfactory settlement of all customer complaints and claims.
- (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
- (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
- (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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### SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

**FEBRUARY 2005** 

- a. Section G contains the content required in a Contract Administration Plan (CAP). This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performanced-Based Surveillance Plan, if applicable.
- b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

### G.2 HC.7.010 POST AWARD CONFERENCE

FEBRUARY 2005

A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

### G.3 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

- a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.
- b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.
- c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

### G.4 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

- a. Contracting Officer (CO):
- 1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.
- 2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

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- 3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other then the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.
- b. Contracting Officer's Representative (COR):
- 1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that my be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.
- 2. Additional responsibilities of the COR are as follows:
  - Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
  - Review, approve, and process contractor invoices.
  - Submit periodic report(s) to the Contract Administrator (CA).
  - Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.
- c. Contract Administrator:

Name: Jim Tiani

Title: Procurement Specialist

Address: Ford House Office Building

Washington, DC.

Phone: 202-225-7158

Fax:

202-226-2214

Email: james.tiani@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

### **G.5** HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY **CONTRACT PERFORMANCE**

FEBRUARY 2005

- a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.
- b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.
- c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

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G.6 HC.7.025 RELEASE OF CLAIMS

**FEBRUARY 2005** 

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

G.7 HC.7.003 INVOICES

**FEBRUARY 2005** 

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at www.house.gov/finance for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number Name of Contractor Point of Contact House Contract Number Invoice Number Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

Description of work performed.

- b. The House does not pay federal, state or local taxes unless mandated by law.
- e. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

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### SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC-003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employees termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

### H.2 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

FEBRUARY 2006

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.
- c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

### H.3 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

**MAY 2001** 

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.4 HC.8.006 NEWS RELEASES

MAY 2001

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No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

### H.5 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

**AUGUST 2003** 

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. Please go to www.house.net/cao-opp/currentsol to obtaind the Affirmation of Non-Disclosure form.

### H.6 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES

**JUNE 2002** 

For contractors working in House spaces, the contractor agrees to post in all work areas a CAO provided Emergency Evacuation Plan and to instruct all its employees regarding their obligations to follow such plans. Additionally the contractor must also provide the COR with the names of a designated Emergency Monitor and Alternate Monitor for each work area and comply with all safety requirements of the CAO and the House of Representatives. The contractor must also prominently post additional evacuation plans as requested by the CAO. In the event of a fire or other emergency, the contractor will ensure that it will provide notice to the Capitol Police by calling 911.

### H.7 HC.8.016 GOVERNMENT LIABILITY

**AUGUST 2002** 

Consistent with the Federal Tort Claims Act (28U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the Vendor's personnel or damage to the Vendor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

### H.8 HC.8.024 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES

**JUNE 2002** 

Unless separately priced and awarded, the cost of all local (Washington, D.C. metropolitan area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the contractor.

### H.9 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES

**MARCH 2003** 

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CO. The CO's decision shall be final. The contractor may appeal the CO's decision to the Committee on House Administration only for violations by the CO for failure in following procedural guidelines within 30 calendar days of the CO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

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### SECTION I -- CONTRACT CLAUSES

# I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING MAY 2001 OFFICER

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

### I.2 HC.9.002 OBSERVANCE OF LAWS

**MAY 2001** 

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

### I.3 HC.9.003 DISPUTES

**MAY 2001** 

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

### I.4 HC.9.004 AVAILABILITY OF FUNDS

MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

### I.5 HC.9.007 ORDER OF PRECEDENCE

**MARCH 2002** 

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

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I.6 HC.9.015 HOUSE RULES

**MAY 2002** 

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

I.7 HC.9.012 TERMINATION

**JUNE 2002** 

The House has the right to terminate this order in whole or in part at any time with 30 day written notice to the contractor. In such event, contractor may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by contractor for disposition in accordance with the House's written instructions. Notwithstanding the foregoing, the House reserves the right to cancel all or any part of the undelivered portion of this order, without liability, in addition to the House's other rights and remedies, if contractor breaches any of the terms and conditions herein.

I.8 HC.9.011 LIABILITY OF THE CONTRACTOR

**JUNE 2002** 

Contractor assumes all risk of loss of or damage to any property of the House entrusted to contractor while in contractor's possession or otherwise under contractor's control. In the event of loss or irreparable damage, contractor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by contractor at contractor's expense.

I.9 HC.9.013 GRATUITIES

**JUNE 2002** 

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

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# SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

# J.1 ATTACHMENT

Item #	Description	# Pages
1	Basic & Advanced Features	3
2	Testing Phases Duration	1
3	CMS Software Evaluation Deliverables	1
4	Labor Categories and Level of Effort	1

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### SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 HC.11.004 COMPANY BACKGROUND

**JULY 2001** 

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. General business history.
- c. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- d. Key point of contact (POC) list and telephone number.

### K.2 HC.11.002 FINANCIAL INFORMATION

**JULY 2001** 

The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of last financial statement or Annual Report.

### K.3 HC.11.001 GENERAL REQUIREMENTS

**JULY 2001** 

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

### K.4 HC.11.007 ELIGIBILITY FOR AWARD

**JULY 2001** 

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

### K.5 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

**JULY 2001** 

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within 90 calendar days after receipt of the offer.

K.6 HC.11.019 SIGNATURE

**AUGUST 2002** 

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I certify that these representations, certifications, and other statements are complete and accurate to the best of my information knowledge, and belief.				
NAME OF OFFEROR	DATE			
SIGNATURE OF PERSON AUTHORIZED TO SIGN				
PRINTED NAME OF PER AUTHORIZED TO SI				

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### SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Administrative and Price Proposal.

- (1) Section A of RFP. Offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) **Section B Price Schedules**. Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer. Attachment 4 information is to be inserted in this section.
- (3) Section G Contract Administration. Offeror shall complete the required sections of Section G.
- (4) Section K Representations, Certifications, And Statements of Offerors. Offeror shall complete the required clauses of Section K.
- (5) **Technical and Management Approach.** Offeror shall provide pertinent experience and qualification of both company and proposed individual in conducting similar services as stated in the solicitation. Expound specifically on your corporate stability and sound organizational qualities and demonstrated financial capability. Resumes of your personnel should be included in this section. Offeror shall provide references from three current (within three years) customers. Please include customers name, address, name and title of the client contact and telephone number.

### L.2 HC.12.003 SUBMISSIONS

**MARCH 2004** 

Offerors shall submit the electronic proposal via email in MS Word or PDF format to james.tiani@mail.house.gov with a copy to edwin.davis @mail.house.gov. by the date and time as identified on page 1 block 9. The electronic copy will serve as compliance for the due date and time requirement identified on page 1. The proposal shall be prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. Hand delieveried proposal will not be accepted nor will facsimile proposals.

# L.3 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

**JULY 2001** 

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

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### SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

**JULY 2001** 

The House intends to make a single award to offeror whose proposal meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors that are listed are of equal importance:

- (1) Experience of candidate
- (2) Price
- (3) Technical, Corporate capabilities and experience
- (4) Oral presentation/interview may be conducted at discretion of Evaluaton Team
- (5) Past performance

\*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

- 1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.
- 2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.

# Attachment 1 Basic and Advanced Features for House Correspondence Management Systems

Comments/Explanations		
Advanced (Optional) Capabilities/Features	International phone numbers  Multiple email addresses  Pager numbers  Notes fields  URL  Birth date  Social Security Numbers  Staff member work flow (tasks, notes, ticklers, etc.)	Abounty to auto-rin pre-defined data for large data entry jobs such as postcards, form letters, and surveys.  Zip code entry should auto-fill city, state, and zip information.  Ability to scan entire database for duplicates when a new record is created.  Automatic USPS address standardization on address entry.  Ability to use search strings.  Ability to search all data fields.  Ability to do "sounds-like" searches
Basic (Minimum Required) Capabilities/Features		Record ID numbers Address information Business name, street, CSZ Home name, street, CSZ Constituent Codes Household member information History information containing letters, casework, notes, etc.
Functional Area	Data Storage	Search

Basic and Advanced Features for House Correspondence Management Systems

Comments/Explanations				In most cases, this will be a service the systems integrator provides at extra cost. The inclusion of this feature in this list does not indicate that the office should be able to perform these updates without systems integrator assistance.	
Capabilities/Features   Advanced (Optional) Capabilities/Features   Comments/Explanations	<ul> <li>Ability to do complicated queries/selects (multiple combinations of data criteria.</li> <li>ex: selecting city, head of household and then excluding people with a certain code.).</li> <li>Ability to save and recall searches</li> </ul>	<ul> <li>Ability to merge saved lists.</li> <li>Ability to remove individual members from targeted mailing batches.</li> <li>Ability to add individual members to targeted mailing batches.</li> <li>Ability to search duplicate records within a created mass mailing.</li> <li>Ability to e-mail targeted mass mailings</li> </ul>	<ul> <li>Ability to alert data entry person that a duplicate record exists if a duplicate record is being created.</li> </ul>		Address and phone lists
Dasic and Auvanceu reatures for nea Basic Minimum Required Capabilities/Features		<ul> <li>Ability to print large mass mailing created from large groups of selected constituent records.</li> <li>Ability to split targeted mass mailing batches in to smaller batches.</li> <li>Ability to see progress of targeted mailings during the print process.</li> <li>Ability to start and stop batches during printing.</li> </ul>	<ul> <li>Ability to search databases for duplicate records and creates files for merging.</li> <li>Ability to household or group constituent records together that live at the same address.</li> <li>Ability to search constructed queries/selects for householding and merging.</li> </ul>	<ul> <li>Voter Registration Lists and other sources of constituent data</li> <li>Ability to update addresses from USPS data (Fast Forward) and identify constituents that no longer exist in USPS data</li> </ul>	System reports  Mail history Casework history Unanswered mail reports Constituent Code counts Population counts City State
Functional Area		Targeted Mass Mailings	Record Householding and Merging	Bulk Updates from External Data Sources	Reports

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Functional Area	Basic (Minimum Required) Capabilities/Features	s/Features   Advanced (Optional) Capabilities/Features   Comments/Explanations	Comments/Explanations
System Management and	The ability to grant/control access using both		
Security	<ul> <li>The ability to create user accounts in the</li> </ul>		
	application.		
	<ul> <li>The ability to grant/control access to</li> </ul>		
	application settings (e.g. constituent codes)		
Legislative	מלחים ביי ביי ביי ביי ביי ביי ביי ביי ביי ב	Function offering I enjointing staff to	
Tracking		track Bills and Laws through the	
		legislative process.	
Member		<ul> <li>Database of House and Senate member</li> </ul>	
Detate		records that may contain:	
Database		<ul> <li>Records contain office address, key</li> </ul>	
		staff contacts, and phone numbers.	
		<ul> <li>History fields for dear colleagues</li> </ul>	
-		and/or individual letters.	
Scheduling		<ul> <li>Ability to track Member and/or staff</li> </ul>	
		appointments and print calendars.	
Integration with		<ul> <li>Integration with House E-mail system</li> </ul>	
House		(ex: ACS IMA).	
infrastructure and		<ul> <li>CMS record import/export features for</li> </ul>	
products		label printing.	

# 5.1. CMS Testing Phases

# **Duration**

Phase 1 - Develop Test Plans	Start to Week 6
<ul> <li>Complete review of test plans, update as necessary and establish application baselines.</li> </ul>	
<ul> <li>Update and maintain the features comparison matrix.</li> </ul>	
• <b>DELIVERABLES</b> : Test plans and scripts, format for features comparison matrix, equipment	
(servers, desktops, printers, etc.) to support testing.	
Phase 2 – Conduct of Testing	Week 6 to Week 9
<ul> <li>Review of testing results with Application Specialist.</li> </ul>	
<ul> <li>Prepare and deliver a Final Test Report for each application assigned.</li> </ul>	
<ul> <li>DELIVERABLES: Updated test plans and scripts, test results forms, final test reports, and updated features comparison matrix.</li> </ul>	
Phase 3 – Reporting	Week 9 to Week 12
<ul> <li>After-action reviews of each test cycle.</li> <li>DELIVERABLES: Reports (minutes) of the reviews.</li> </ul>	

# 5.2. Non-CMS software Evaluation Deliverables

Phase 1 – Develop Test Plans	Start to Week 3
<ul> <li>Complete review of test plans, update as necessary and establish application baselines.</li> </ul>	
Update and maintain the features comparison matrix.  DELIVER ADJECT TO A DIEST TO A	
• DELIVERABLES: Test plans and scripts.  Phase 2 – Conduct of Testing	Week 3 to Week 5
<ul> <li>Review of testing results with Application Specialist.</li> <li>Conduct or manage the conduct of testing.</li> <li>Prepare and deliver a Final Test Report for each application assigned.</li> <li>DELIVERABLES: Annotated test scripts</li> </ul>	
Phase 3 – Reporting	Week 5 to Week 7
<ul> <li>After-action reviews of each test cycle.</li> <li>DELIVERABLES: Formal test reports, installation, configuration, user, and troubleshooting guides. Reports (minutes) of the reviews.</li> </ul>	

# Labor Categories Level of Effort Quoted Rate

Testing Coordinator	2000 hours	Hourly Rate
Sr. Application Engineers	200 hours	
Application Engineers	400 hours	
Technical Writers	200 hours	